

AGREEMENT

This Agreement by and between the West Lafayette Redevelopment Commission ("RDC") and Golden Paws Investments, LLC, an Indiana limited liability company ("Golden Paws") wherein the respective parties represent and agree with one another as follows:

WITNESSETH:

WHEREAS, Golden Paws is developing real estate known as Wabash Commons which borders Navajo Drive, Sagamore Parkway West and Nighthawk Drive in West Lafayette, Indiana;

WHEREAS, Golden Paws will be making the following improvements to public streets and sidewalks along the streets bordering Wabash Commons ("Improvements"):

- (a) Entrance improvements on Sagamore Parkway West (ingress and egress);
- (b) Entrance improvements on Nighthawk Drive (realignment and pedestrian access);
- (c) Curb/gutter/road improvements along Navajo Street;
- (d) Sidewalk improvements along Navajo Street;
- (e) Improvements to the sanitary sewer;
- (f) Improvements to the storm sewer;
- (g) Improvements to the waterlines; and
- (h) Landscaping along Navajo Street, Nighthawk Drive and Sagamore Parkway West.

WHEREAS, Golden Paws has requested that the RDC reimburse it for the Improvements set forth above;

WHEREAS, the RDC approved payment of said funds, on a reimbursable basis, at its meeting on May 17, 2011 for the Improvements as set forth above.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties now agree as follows:

1. Golden Paws will make the Improvements to Navajo Street, Nighthawk Drive and Sagamore Parkway West as set forth in the recitals above.

2. The RDC will reimburse Golden Paws up to the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for the Improvements.

3. Golden Paws will submit invoices for the Improvements, together with proof of payment to the contractors, to the City of West Lafayette, Indiana Department of Development ("Development Department").

4. The City of West Lafayette, through its engineering department, will confirm that the Improvements have been completed to the proper codes, ordinances and statutes.

5. The Development Department will submit the claims to the RDC for review and payment.

6. RDC shall pay all claims submitted by the Development Department to Golden Paws within forty-five (45) days from the submission date by the Development Department.

7. Golden Paws shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, Golden Paws shall enroll in and verify the work eligibility status of all newly hired employees of Golden Paws through the E-Verify Program ("Program"). Golden Paws is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. Golden Paws and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Golden Paws or its subcontractors subsequently learns is an unauthorized alien. If Golden Paws violates this Section 7(b), the RDC shall require Golden Paws to remedy the violation not later than thirty (30) days after the RDC notifies Golden Paws. If Golden Paws fails to remedy the violation within the thirty (30) day period, the RDC shall terminate the contract for breach of contract. If the RDC terminates the contract, Golden Paws shall, in addition to any other contractual remedies, be liable to the RDC for actual damages. There is a rebuttable presumption that Golden Paws did not knowingly employ an unauthorized alien if Golden Paws verified the work eligibility status of the employee through the Program.

c. If Golden Paws employs or contracts with an unauthorized alien but the RDC determines that terminating the contract would be detrimental to the public interest or public property, the RDC may allow the contract to remain in effect until the RDC procures a new contractor.

d. Golden Paws shall, prior to performing any work, require each subcontractor to certify to Golden Paws that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Golden Paws shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Golden Paws determines that a subcontractor is in violation of this Section 7(d), Golden Paws may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Golden Paws or the subcontractor.

e. By its signature below, Golden Paws swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the RDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of July, 2011.

CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION

GOLDEN PAWS INVESTMENTS, LLC

By: _____
Lawrence T. Oates, President

By: _____
Julie R. White, Member

Attest: _____
Linda M. Sorensen